

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tumble Living, LLC		06/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2029 Century Park E., Floor 41		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067-2901		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88696694	TUMBLE	
<b>Serial Number:</b>	97499610	RUGS THAT WILL LEAVE YOU FLOORED.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,rachel.fink@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/21/2023		
<b>Total Attachments: 5</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”), is entered into as of June 16, 2023, by and between TUMBLE LIVING, LLC, a Delaware limited liability company (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, the “Bank”), pursuant to that certain Credit Agreement dated as of June 16, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and between Grantor and the Bank.

**RECITALS:**

A The Grantor has entered into that certain Continuing Security Agreement dated as of June 16, 2023, in favor of Bank (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Bank a Lien (as defined in the Credit Agreement) on and security interest in all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, and all products and proceeds thereof, to secure the payment and performance of the Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank a continuing Lien on and security interest in all of the Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or arising:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each United States trademark and trademark application referred to in Schedule 1 attached hereto;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world.

The Lien and security interest contained in this Confirmatory Grant is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement.

This Confirmatory Grant shall be governed by, and construed in accordance with, the internal laws of the State of California.

This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be duly executed by its duly authorized as of the date first written above.


**TUMBLE LIVING, LLC**, a Delaware limited liability company

By: ZAD  
Name: Zach Darnett  
Title: Co-Founder/Managing Member

[JPMORGAN/TUMBLE LIVING -- CONFIRMATORY  
GRANT OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 008127 FRAME: 0856**

Acknowledged and Accepted:  
**JPMORGAN CHASE BANK, N.A., as Bank**

By:  \_\_\_\_\_

Name: Brittany Fegan

Title: Authorized Signatory

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
TUMBLE	88-696,694	6,782,795	Jul. 05, 2022
RUGS THAT WILL LEAVE YOU FLOORED	97-499,610	N/A	N/A